

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



August 8, 2005

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Bob Hunter, Contracts Analyst
Subject: CC-0023-05/BLH – Central Transfer Station Concrete Pavement Repair
Due Date: September 14, 2005 @ 2:00 PM

ADDENDUM #1

Total pages: 3

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

1) The following information references the requirement for each respective bond included in this solicitation:

- **THE PERFORMANCE BOND WILL BE REQUIRED PROJECT SPECIFIC AND AT THE DISCRETION OF THE PROJECT MANAGER THE PERFORMANCE BOND MAY BE WAIVED FOR SPECIFIC PROJECTS. THIS REQUIREMENT MUST COMPLY WITH ALL LAWS, RULES AND REGULATIONS.**
- **THE PAYMENT BOND WILL BE REQUIRED PROJECT SPECIFIC AND AT THE DISCRETION OF THE PROJECT MANAGER THE PAYMENT BOND MAY BE WAIVED FOR SPECIFIC PROJECTS. THIS REQUIREMENT MUST COMPLY WITH ALL LAWS, RULES AND REGULATIONS.**
- **THE MATERIAL AND WORKMANSHIP BOND WILL BE REQUIRED PROJECT SPECIFIC AND AT THE DISCRETION OF THE PROJECT MANAGER THE MATERIAL AND WORKMANSHIP BOND MAY BE WAIVED FOR SPECIFIC PROJECTS. THIS REQUIREMENT MUST COMPLY WITH ALL LAWS, RULES AND REGULATIONS.**

2) Attached is a blank copy of a Work Order to be used for submission of payment during the course of this project.

Failure to acknowledge receipt of this addendum on the submittal may result in disqualification of your bid response.

Signature on File

Bob Hunter, Contracts Analyst

SAMPLE WORK ORDER

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No: _____

Dated: _____

Contract Title:

Project Title:

Consultant:

Address:

ATTACHMENTS TO THIS WORK ORDER:

☐ drawings/plans/specifications

☐ scope of services

☐ special conditions

☐ _____

METHOD OF COMPENSATION:

☐ fixed fee basis

☐ time basis-not-to-exceed

☐ time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount:

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.